



INVITATION TO QUOTE

**CITY OF NAPLES
PURCHASING DIVISION
735 8th Street South
NAPLES, FL 34102**

PH: 239-213-7100 FX: 239-213-7105

MAILING DATE: 10/18/11	Automotive Transmission Repair	NUMBER: 004-12	OPENING DATE & TIME: 4:00 PM 11/07/2011
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:

I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this quote and certify that I am authorized to sign this quote. In submitting a quote to the City of Naples the bidder offers and agrees that if the quote is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
<p>Please initial by all that apply I acknowledge receipt of the following addendum ____ Addendum #1 ____ Addendum #2 ____ Addendum #3 ____ Addendum #4</p>		

PLEASE NOTE THE FOLLOWING:

Quote must be faxed, e-mailed, or delivered to the City of Naples Purchasing Dept by 4:00 pm on Monday, November 7, 2011.

Quotes received after the above closing date and time will not be accepted.

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
- 3. NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
- 4. BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
- 5. WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- 7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
- 8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
- 9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.

- 10. CONFLICT OF INTEREST:** All bid awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*
- 11. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- 12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
- 13. SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
- 14. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.
- 15. BID PROTESTS:** The City of Naples has formal protest procedures that are available upon request
- 16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering
- 17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- 18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 19. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 20. PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 21. ADVERTISING:** In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.
- 22. ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- 23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
- 24. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid

on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

28. ELIGIBLE USERS: All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.

29. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. RENEWAL: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

32. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.

33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. ALTERNATIVE BIDS: Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. BIDDER INVESTIGATIONS: Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

37. CERTIFICATES AND LICENSES: The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments

to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF BIDDERS: The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- > The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

Insurance Requirements.

The PROPOSER shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the CITY's Risk Manager. The amount of insurance to be provided for all coverage's listed under this section shall be not less than \$2,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from PROPOSER'S performance of work under this contract. The PROPOSER shall be responsible for any liability directly or indirectly arising out of work performed under this contract.

39.1 The PROPOSER shall maintain during the life of this contract the statutory WORKERS COMPENSATION INSURANCE. In addition, EMPLOYERS LIABILITY INSURANCE in an amount not less than \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit applicable to claims due to bodily injury by accident or disease for all employees engaged in work under this contract, and in case any such work is sublet, the PROPOSER shall require the Sub-contractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all Sub-Contractor employees.

39.2 PROPOSER shall maintain during the life of this contract GARAGE KEEPERS LIABILITY INSURANCE coverage and CONTRACTUAL LIABILITY INSURANCE covering the PROPOSERS liability assumed under this contract. The PROPOSER shall name the City of Naples as an additional insured.

39.3 The PROPOSER shall maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE if, not specifically covered in the Garage Keepers coverage. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles and shall be on a per occurrence basis.

The PROPOSER shall provide a Certificate of Insurance evidencing the required insurance coverages outlined above. Said Certificate of Insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the City, and duly licensed to do business in the state of Florida. In addition, the City of Naples shall be listed as an additional insured.

STATEMENT OF NO QUOTE

If you will not be quoting this product/service, please help us by completing and returning only this page to:

**City of Naples
Purchasing Division
270 Riverside Drive
Naples, FL 34102
Fax 239-213-7105**

Quote # _____ and Description: _____

We, the undersigned, decline to quote on the above project for the following reason(s):

- _____ We are not able to respond to the Invitation to Quote or Request for Proposals by the specified deadline.
- _____ Our Company does not offer this product or service.
- _____ Our current work schedule will not permit us to perform the required services.
- _____ Specifications are incomplete or information is unclear (Please explain below).

_____ Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)



City of Naples
Purchasing Division

October 18, 2011

The City of Naples, Florida is seeking quotes for the Installation of Emergency Equipment. Quotes can be e-mailed to my attention: jvermillion@naplesgov.com or faxed to 239-213-7105 or delivered to City of Naples, Purchasing Division, 735 8th Street South, Naples, FL 34102. If you wish to quote please include a signed copy of the front page of this document and the completed Quote Schedule found on the last page. These quotes must be submitted no later than 4:00 PM on Monday, November 7, 2011. Any questions concerning this quote should be addressed to me by e-mail or by telephone at 239-213-7101.

Janice Vermillion, CPPB
Buyer for the City of Naples
735 8th Street South
Naples, FL 34102

Automotive Transmission Repair

PURPOSE

The City Of Naples is seeking a Vendor to provide Automotive 'Transmission repair services on Police Department Vehicles, Passenger Vehicles and Light and medium duty Trucks listed on Attachment "A"

The quotations shall cover vehicles from model year 1997 to the current year. The transmission repairs shall be performed on an as-needed basis with no minimum or maximum purchase guaranteed by the City.

WORK REQUIREMENTS

The Bid shall be for complete transmission remanufacture and will include diagnostics removal of the transmission, torque converter, fluids, parts, labor and installation. All transmission rebuilds shall include a new or remanufactured torque converter. Transmissions and converters will be priced as one unit.

Re-Manufactured or rebuilt transmissions will include all manufacturer updates and modifications for that transmission.

Re-Manufactured transmissions will perform to OEM specifications and all parts replaced will be new OEM or equivalent parts.

Re-Manufactured transmissions will contain a new rebuild kit and other new parts as necessary to repair the transmission to OEM specifications. The vendor must be able to provide accurate diagnostic service and repair for all component parts as needed including any testing or repairs to any electronic system or component associated with the transmission or exchange transmissions including removing old transmission from vehicle and installation and adjustment of rebuilt transmission in the chassis as required.

VENDOR RESPONSIBILITY

The Vendor shall provide trained, qualified personnel, supervision, tools, equipment, parts, materials, supplies and necessary transportation required to perform the services specified in this quotation request. Documentation must be

provided with this quotation response that will validate qualifications (i.e. certifications or other documentation of qualifications)

'The Vendor certifies that, at the time of entering into the quotation, it has currently in effect all necessary licenses, certifications, approvals and permits as required by the State Of Florida, Collier County or the City of Naples to properly perform the services covered.

The Vendor shall be responsible for complying with all OSHA regulations.

The Vendor shall bear full responsibility for personnel training and safety.

The Vendor shall be responsible for ensuring all employees have a legal right to live and work in the United States.

WARRANTY, INSPECTION AND QUALITY REPORTING

The vendor shall provide a written warranty covering the transmission re-manufacture. The warranty shall include mileage and/or age limits and specify any exceptions or limitations. The minimum warranty for re-manufactured or rebuilt transmissions shall be one (1) year or 12,000 miles. We are also asking for a price for a three (3) year 36,000 mile warranty. The City of Naples reserves the right to select a price and corresponding warranty that best fits the needs of the City of Naples.

Equipment Services shall inspect the completed process. If the work performed does not meet specifications or is found to be defective, Equipment Services will refuse to accept the work as performed and the Vendor shall be required to make repairs or corrections at no additional cost to the City of Naples.

PRIORITY STATUS

The contractor will be expected to give City vehicles and equipment priority for repairs. The City reserves the right to remove vehicles or equipment from the Vendor if the Vendor fails to begin work on the damaged vehicle within two working days of receipt of the vehicle from the City. Additionally, the City reserves the right to remove the vehicle from the

Vendors possession if the Vendor does not complete the work within the time allotted.

Following the troubleshooting process, the contractor must contact the Equipment Services Coordinator or Superintendent to describe the cause of the transmission problem and recommend repair actions and price for the repair. Once receiving a Purchase Order Number from Equipment Services, the agreed-upon repairs or rebuild will commence. No additional work other than inspection and diagnostics shall be performed without a Purchase Order issued by the City of Naples.

DELIVERY

The City will deliver vehicles to the Vendor's location and pick them up when the service is completed.

GENERAL TERMS:

Non Binding

Effective Period: Date of award through one year.

This bid is for an indefinite quantity. The award shall be in force until expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

Immediate cancellation shall be administered when violations are found to be an impediment to the function of City services and detrimental to its cause, or when conditions preclude a 30 day notice.

The termination clause applies to the contract in its entirety or any portion of the contract thereof.

The services to be performed under this Quotation shall not be sub-contracted.

Purchases made by the City of Naples are not subject to State Sales Tax. A Tax exemption certificate will be furnished to the vendor by the City.

PRICING

Pricing shall include all costs; re-manufacturing, rebuilding and installation of transmissions with new or remanufactured torque converter, fluids and all trained personnel,

supervision, tools, equipment. Parts, materials, supplies and necessary transportation required performing the services specified in this quotation and quoted prices shall remain firm for the entire one year duration.

EVALUATION CRITERIA

This bid shall be awarded for the lowest quotation prices.

The City of Naples reserves the right to select a price and warranty that best fits the needs of the City of Naples. This decision shall be made by Equipment Services.

Attachment "A"

Annual Bid for Vehicle Transmission Repair and Replacement Services

Discount from vendor published jobber price list for replacement parts % _____

Labor rate per hour: \$ _____

Pricing for the remanufacture of transmissions with new or remanufactured torque converter

Warranty	3 Year or 36000 miles	1 Year or 12000 miles
1 Ford 4R70W – 4R75W	\$ _____	\$ _____
1 Ford 4R44E - 5R44E	\$ _____	\$ _____
1 Ford 4R100	\$ _____	\$ _____
1 Ford 5R110W	\$ _____	\$ _____
1 Ford 4F50N	\$ _____	\$ _____

Your company has been in business in Collier County for _____ years

Has your company repaired transmissions for a government entity? _____

Who have you worked for: _____

Vendor Name _____

Vendor address _____

Vendor Tel # _____

Vendor Fax# _____

Vendor Email _____